

School District of Clayton Request for Proposal

Managed Print Services

1/31/2020

Contact Person: Jeff Puls

Title: CTO

Phone #: 314-854-6003

E-mail: jeffreypuls@claytonschools.net

RETURN PROPOSAL NO LATER THAN: Thursday February 20, 2020 at 10:00 am

RETURN PROPOSAL TO:

School District of Clayton Attn: Jeff Puls #2 Mark Twain Circle Clayton, Missouri 63105-1613

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto.

OVERVIEW

Summary of Key Dates:

1/31/2020	RFP available to Company
February 20, 2020 at 10:00 a.m. CDT	Proposal due at #2 Mark Twain Circle
March 4, 2020 (tentative)	Board of Education meeting (Approval)
April 1, 2020	Anticipated Start Date

Documents to Include in Submission:

- 1. Proposal Submission Form (Attachment 1) or Decline to Submit Form (Attachment 2)
- 2. Company Proposal Including:
 - a. Letter of Transmittal; and,
 - b. Executive Summary
- 3. Company Profile (Attachment 3)
- 4. Cost Proposal (Attachment 4)
- 5. Work Authorization (E-Verify) Addendum & Affidavit (Attachment 5)
- 6. W-9 (Attachment 6)

RFP Contents:

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Cost Proposal (Attachment 4)	
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W-9 (Attachment 6)	

INTRODUCTION

This document is a formal Request for Proposal (RFP) for the Managed Print Services for the School District of Clayton (District) for a period of 15 months. The District shall have the right, at its sole option, to renew the contract for four additional one-year periods. In the event the District exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period.

The purpose of this RFP is to establish the requirements for the requested products and/or services, and to solicit proposals (Proposal) from firms (Company) for providing such products and/or services. The RFP requests a great amount of detail to avoid delays, misunderstandings, and to simplify the evaluation of the Proposal. The Company is requested to respond to each specification.

A. GENERAL INFORMATION:

1. District:

As a public school system dedicated to the education of all children who come to our schools, the School District of Clayton strives to inspire each student to love learning, and embrace challenge within a rich and rigorous academic culture. The District's 3.25 square miles include an early childhood center, three elementary schools, a middle school, and a high school that together serve a diverse student body of approximately 2,600.

2. Objective:

- 2.1. To provide "just in time" delivery of consumables (ink, toner, maintenance kits) to multiple locations.
- 2.2. To provide Printer Maintenance Agreement which encompasses repair, maintenance, or replacement for all District local and networked printers.
- 2.3. To provide end-user support of District staff for all local and networked printers.
- 2.4. To provide analysis of all District networked printers through report generation of device usage and performance.
- 2.5. To provide an implementation timeline that ensures no disruption to instruction time.
- 2.6. To provide suggestions of modifications to the District's approach with changing needs during the term.

NOTE: The Scope of Services exhibit attached hereto includes more detailed information on the objectives, products and/or services desired by the District.

B. PROPOSAL EVALUATION AND AWARD:

1. Evaluation

- 1.1. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All Proposals must be organized and tabbed to allow for easy reference.
- 1.2. Elaborate and expensive copy is not required. Neat, legible, and clearly stated information is adequate and will be used in the evaluation process. Supplier brochures may be included, but may not be substituted for the information requested herein.
- 1.3. The Proposal should include a <u>Letter of Transmittal</u> that provides an introduction to the Company and includes an expression of the Company's ability and desire to meet the requirements of the RFP. The Letter of Transmittal must include an original signature by an authorized individual able to bind the Company to all items in the

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- Proposal, including products, services, prices, etc. which are contained in the Proposal.
- 1.4. The Proposal should include an <u>Executive Summary</u> that <u>briefly</u> describes the Company's approach to meeting the District's requirements as outlined in the RFP; indicates any major requirements that cannot be met; and, highlights the major features of the Proposal. The reader should be able to determine generally how well the Proposal meets the District's requirements by reading the Executive Summary.
- 1.5. The Company **must** include the following elements in its cost proposal:
 - 1.5.1. A specific fee structure;
 - 1.5.2. Rates and prices that are a firm fixed rate, and not subject to change throughout the term of the negotiated contract;
 - 1.5.3. Each Proposal shall be submitted on the most favorable terms, from a cost and technical standpoint, which the Company can submit to the District. The Company may submit an alternate proposal on a group of line items on an "all or nothing" basis;
 - 1.5.4. The Company should address any out-of-pocket expenses the District may incur for any additional requirements not included by the Company in its Proposal; and.
 - 1.5.5. The Company shall provide the terms, conditions, and forms of payment accepted through the Company's request for payment and whether there are discounts or fees, including any discounts for cash or early payment.
- 1.6. The Company shall complete Attachment 3, "Profile of the Company" which includes a potential conflict of interest statement. The Company shall include a listing of all Missouri school districts for which the Company currently provides services. If possible, the references should include at least one contract for Managed Print Services currently in force with a district similar in size and population to the District. The Company shall additionally provide the District a listing of all public school clients that have discontinued service from the Company in the past five years due to poor performance or non-performance.
- 1.7. Proposals will be evaluated by the District's designated staff. The following will serve as the basic criteria for the selection of the Company eventually chosen.
 - 1.7.1. The qualifications of the Company and the team assigned to the District;
 - 1.7.2. Total resources of the Company that can be applied to the advantage of the District;
 - 1.7.3. The scope of services offered and the extent to which they meet or exceed the requirements of the District;
 - 1.7.4. The extent to which the Proposal meets or exceeds specifications and function;
 - 1.7.5. The Company's understanding of the work required of the Company as evidenced by its Proposal;
 - 1.7.6. The total cost of the services/products offered to the District;
 - 1.7.7. Value added services and rebates/incentives proposed;
 - 1.7.8. Delivery times;
 - 1.7.9. Any prior experience or history between the District and the Company;

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- 1.7.10. References from, and experiences of other clients with the Company; and,
- 1.7.11. Other factors deemed significant by District officials.

2. Award

- 2.1. The District intends to make a selection of the successful Company after a thorough evaluation of the proposals submitted; provided, however, the District reserves the right to negotiate with the successful Company, or to elect not to select any Company.
- 2.2. The District may conduct interviews with the Company in connection with its evaluation of the Proposal.
- 2.3. The contract will be awarded to that Company whose proposal will be most advantageous to the District based on conformity to the RFP as determined by the District, reputation of the Company, cost, and the other factors listed above. The award will be subject to approval by the Board of Education.
- 2.4. The District reserves the right to require the Company to demonstrate any software and online services offered in their Proposal, which must be fully operational by the start date of the contract.
- 2.5. The District shall not be obligated to explain the results of the evaluation process to any Company.
- 2.6. No verbal agreement or conversation with any administrator, agent, or employee of the District, either before or after the execution of the contract resulting from the RFP or follow-up negotiations, shall affect or modify any of the terms or obligations contained in the written contract resulting from the RFP.
- 2.7. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.

C. NEGOTIATION

- 1. After selection, but prior to contract award, the District reserves the unilateral right to negotiate any aspect of the Proposal or proposed contract in any manner that best serves the needs of the District and is within the scope of the solicitation. Subject to successful negotiations and approval of the Board of Education, a contract or purchase order will be issued to the selected Company.
- 2. Negotiation of the final contract between the District and the Company will begin after the most qualified Company has been identified. If prices and compensation and final contract cannot be agreed to, then negotiations with the most qualified Company will be terminated and at the District's option, will then begin with the next most qualified Company.
- 3. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.
- 4. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.

- 1. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse the Company for any expenses incurred in preparing a Proposal in response to this request.
- 2. No alternate Proposals that significantly deviate or modify the concept and ultimate objectives of this RFP will be considered. Companies submitting proposals with any minor deviations must identify and fully justify such deviations in order to be deemed in compliance with the RFP, and receive the District's consideration. Non-compliance with RFP specifications and/or requirements will, at the District's option, disqualify the Proposal from further consideration.
- 3. Any explanation or statement that the Company wishes to make must be contained with the Proposal, but shall be written separately and independently of the Proposal itself, and attached thereto. Unless the Company so indicates, it is understood that the Company has made its Proposal in strict accordance with the RFP terms.
- 4. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
- 5. In addition to the foregoing and not in limitation thereof, the District reserves the right to decline any or all Proposal submissions, or to cancel the RFP, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by the District to any Company for any expense, cost, loss or damage incurred or suffered by the Company as a result of such withdrawal.
- 6. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District for 120 calendar days after the scheduled closing time for the receipt of Proposals.
- 7. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is provided solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.
- 8. The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained. The Company agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or of any failure to fully acquaint itself with all conditions relating to the proposed work.
- 9. Any oral communication will be considered unofficial and non-binding on the District. All contact regarding this RFP must be directed to Jeff Puls, CTO. Unauthorized contact by the Company with other District employees or Board members regarding the RFP may result in disqualification.
- 10. Any information given to a Company concerning the RFP will be furnished to all Companies as an addendum to the RFP if, in the District's sole discretion, such information is deemed necessary to all Companies in submitting Proposals in response to the RFP, or if the lack of such

- information would be prejudicial to uninformed Companies. The Company should rely only on written statements issued by the District in the form of an addendum to the RFP.
- 11. The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.
- 12. Due regard will be given for the protection of proprietary information contained in all Proposals received. However, Companies should be aware that all materials associated with the procurement are subject to the terms of the Missouri Sunshine law and all rules, regulations and interpretations resulting there from. Subject to the requirements of the Sunshine law, proposals containing data that the Company does not want used or disclosed for any purpose other than evaluation of the Proposal may be restricted, provided the Company marks the cover sheet of the Proposal with the following: "Technical data contained with the attachments is furnished in connection with the Request for Qualifications of the School District of Clayton shall not be used nor disclosed except for evaluation purposes, provided that, if the District and Company enter into an Agreement as a result of or in connection with the submission of this Proposal, the School District of Clayton shall have the right to use or disclose technical data to substantiate its decision to enter into an Agreement."
- 13. The above restriction does not limit the District's rights to use or disclose without the Company's permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language other than the above. Proposals submitted with restrictive language or statements which differ from the above, will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.
- 14. The Company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an administrator, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.
- 15. No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company's Proposal.
- 16. The District will give preference to Missouri businesses, or businesses that maintain Missouri offices or places of business, when the quality of performance promised is equal to or better than and the price quoted is the same as or less than that of the other responsive providers.
- 17. The District will give preference to certified minority and women-owned businesses when the quality of performance promised is equal to or better than and the price quoted is the same as or less than that of the other responsive providers.
- 18. The District will give a bonus preference (as per its policies and Missouri law) to service-disabled veteran businesses doing business as Missouri firms, corporations or individuals or which maintain Missouri offices or places of business.
- 19. Each contract for the purchase or lease of manufactured goods or commodities or construction, alteration, repair or maintenance of any public works shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract shall be

- manufactured or produced in the United States to the extent required by District policies and Missouri law.
- 20. Purchases made by the District are not subject to state or local sales taxes or federal excise taxes. The official State Tax Exemption letter will be furnished on request.
- 21. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the Proposal must be taken as a whole.
- 22. The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
- 23. To facilitate consideration of the Proposals, the District may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange an interview. The District, in its sole discretion, will determine which, if any, Company will be interviewed.
- 24. The District reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the District, the successful Company is unable or unwilling to enter into a form of Agreement satisfactory to the District. The District shall be entitled to do so without any liability being incurred by the District to the Company.
- 25. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Company agrees to abide by the decisions of the District. Any ambiguity in the Proposal because of omission, error, lack of clarity or noncompliance by the Company with specifications, instructions and all conditions of bidding shall be construed in the favor of the District.
- 26. All of the terms and conditions of this RFP are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFP and the successful Company's response to this RFP shall also be incorporated into a final Agreement between the District and the successful Company. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFP and the response of the Company shall be resolved in favor of the District and shall be deemed to be incorporated into the final Agreement.
- 27. The successful Company shall not at any time assign its Agreement with the District or subcontract any portion of the Agreement without the written permission of the District. The successful Company must not, at any time, change sub-consultants approved by the District without written permission of the District, other than as listed in the Proposal submission.
- 28. The District reserves the right to terminate the Agreement with the successful Company with 30 days written notice if, in its opinion, the successful Company fails to meet the terms and conditions of the RFP. Notwithstanding the termination of the Agreement, the successful Company shall remain responsible for its obligations under this contract up to the date of termination. The District reserves the right to commence an action in a court of competent jurisdiction against the successful Company for damages that result from the breach of the terms and conditions of the Agreement by the successful Company.
- 29. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or

dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or, the appointment of a receiver or trustee to manage the property of the successful Company.

- 30. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state, or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Company and the District will thereby be relieved from all further obligations under the Agreement.
- 31. In the event the Agreement initially awarded by the District is terminated for any reason within 120 days of the due date for Proposals, the District reserves the right to negotiate and accept any other submitted Proposal.
- 32. The District shall not be responsible for any proposal preparation or any other pre-Agreement expenses of any Company, including the successful Company, incurred prior to the commencement of the Agreement.
- 33. The Company agrees to not unlawfully discriminate against or harass any employee or applicant for employment because of race, religion, color, national origin, sex, gender, age or disability, or any other protected status or activity.
- 34. Contract Award is contingent upon the Company providing the District with a sworn affidavit and documentation affirming enrollment in E-Verify and stating that the provider does not knowingly employ any person who is not authorized to work in the United States.
- 35. The District has adopted a tobacco free policy. No tobacco products may be used in the facilities or on the grounds.
- 36. The Company will submit invoices directly to the School District of Clayton Business Office, #2 Mark Twain Circle, Clayton, MO 63105, or invoices@claytonschools.net. Each invoice must includes the District purchase order number, ordering department, date of shipment, quantity, price and item(s) shipped or services performed. Invoices will not become due and payable until all items listed on the invoice are received.
- 37. All shipments must be accompanied by a packing list giving a complete description of items, total quantity of items, and total number of containers in the shipment. Packing list should also show District purchase order number, ordering department, date of shipment, quantity, price, and item(s) shipped.
- 38. Payments will be made in accordance with the District's payment cycle.
- 39. All equipment shall be delivered as specified on the District's purchase order.
- 40. All deliveries will be FOB Destination, freight allowed, School District of Clayton Receiving, 305 N. Gay Ave., Clayton, MO 63105.

General

- 1. To control and budget costs, the District is most interested in a managed print proposal which is priced on a per page cost basis with no minimum page requirement that would include the monthly cost of maintenance and consumable supplies (with the exception of paper and staples; only pertaining to printers listed in Appendix A).
- 2. This Proposal shall be used to evaluate the costs for, and capabilities of, potential suppliers to manage print services for all current local and network printers located at the Administration Offices, Facilities and Operations Building, and all school locations. The Company recognizes the potential for devices to be added or removed over the course of the maintenance period.
- 3. The proposed cost shall include delivery, installation, set up, training, implementation, upgrades and modifications, all consumable supplies, maintenance and emergency repair service during normal business hours (Monday through Friday, 8:00 AM. to 5:00 PM.), periodic preventive maintenance, and unlimited District operator training.
- 4. The Company will ensure that all printers which require replacement must have all internal memory overwritten/erased upon device removal from District premises and provide absolute written certification of data destruction. This will be done at no charge to the District. If this certification cannot be provided, hard drives/internal memory sources will be removed from the printer at the expense of the Company and returned to the Technology Department.
- 5. This Proposal is contingent upon the Company's compliance with the provisions and specifications contained herein, including demonstrable capabilities if requested prior to execution of a contract.
- 6. The Company agrees to advise the District of printer that experiences greater than 10% downtime as part of the Printer Maintenance Agreement.

Consumable Supplies

All parts and components supplied by the Company in the process of maintaining and servicing the new equipment for the duration of the resulting contract shall be new Original Equipment Manufacturer (OEM), or rebuilt OEM parts by the manufacturer of the equipment. Rebuilt parts and components must be guaranteed to perform so that product specifications are met. Proposals shall include a complete description of the rebuilt parts process used by the manufacturer in creating recycled parts.

- The Company will be responsible for "just-in-time" inventory management of all consumable supplies including end-user replacement components.
- This covers all printers included within this RFP, as well as any printers replaced by the District.
- Company is responsible for delivery of supplies to point of need.
- Company will provide prepaid shipping labels for the return/recycling of spent toner cartridges.
- Paper will be supplied by the District.
- Supply Expectations:
 - o Toner/consumables must be OEM, unless otherwise agreed upon in writing by the District.
 - o Unlimited toner.
 - o Consumable supplies must meet original equipment manufacturers specifications.
 - o Consumable supplies must not exceed 0.5% failure rate.
 - o Company assumes all responsibility for hardware performance due to consumable supplies.
 - O Down time due to lack of consumable supplies is not acceptable.
 - Company is responsible for delivery of supplies to point of need. Shipping labels must specify the corresponding asset number and location within the building.
 - Company is responsible for disposal of and/or recycling of all used toner cartridges. Ideally, the Company supplies a return shipping label with every new toner cartridge delivered.
 - The District does not desire to have excess inventory on-hand at any location.

• The District is interested in proactive device monitoring and automatic, "just in time" delivery of necessary consumable supplies.

Repair and Maintenance

The Company shall have sufficient management and qualified manufacturer trained and certified technicians to service all printers covered under the contract. The Company shall have a sufficient number of technicians to serve and support the requirements under this contract within the specified response time.

- Exclusive utilization of OEM parts and supplies, unless otherwise agreed upon in writing by the District.
- The Company is responsible for complying with Preventative Maintenance Schedules planned and completed according to manufacturers' recommended service schedules.
 - The Company shall provide and pay for all materials, labor, tools, transportation and handling, and other facilities necessary for the maintenance of all printers specified herein.
 - The Company shall, at all times, keep the premises and the areas in which maintenance work is performed free from accumulation of waste materials or rubbish. All tools, installation equipment, machinery and surplus materials used during the progress of the work will be kept in orderly fashion until completion of the project. The Company shall remove from the premises all crates, wrappings and other flammable waste materials or trash from the building. If the premises are not maintained properly, the District may have any accumulations of non-recyclable waste materials or trash removed with costs to be incurred by the Company as deemed appropriate by District.
 - o It will be the responsibility of the Company to notify the District when any hardware/software provided in response to this RFP is discontinued by the manufacturer and becomes unavailable. Any discontinued hardware/supply that is in use and operational may not be replaced until it is no longer serviceable.
- <u>Minimum service response expectations</u>. Repair service will be based upon the specific needs of the printer as determined by the Company. All parts and labor cost shall be included in the bid.
 - o Company will supply replacement toner cartridges in advance of complete toner depletion or other printer performance degradation.
 - o It will be the responsibility of the Company to ensure a service technician contacts the District employee who initiated the service request within 1 hour of the service call in order to facilitate remote repair or establish on-site arrival time.
 - o It will be the responsibility of the Company to provide on-site service for printer within 4 hours after a call is placed, during normal business hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.
 - The maximum allowable downtime for any one piece of equipment is 48 hours. The Company, at no charge to the District, will provide similar printer(s) for District temporary use within 24 hours, if the existing printer(s) will be down for more than two normal working days. This shall be mutually agreed by both the Company and the District.
 - Company assumes all responsibility for hardware performance due to service parts and components.
 - o The Company will be required to provide service records on all machines covered under this contract to the District's authorized representative.
 - The Company is responsible for disposal of and recycling of all service parts.
 - The Company is responsible for any damage to the premises of any site as a result of the installation of the printer equipment and shall repair and restore to the original condition any area so damaged within the time frame designated by the District.

- In addition to other communications, the Company will specifically inform the District Technology Office of:
 - Changes to Network Interface Cards or settings
 - Recommended optimizations and configurations
 - Unusual or preventable service call patterns
 - Specific cases of client dissatisfaction
 - Printers with a demonstrated history of "excessive down time." Excessive down time shall be defined as five or more service calls in one month or 10% downtime. Downtime is calculated from the time the call is placed, and ends when the machine is up and running. Service calls that are operator induced will not be counted.

End User Support

The Company shall provide end-user help desk support for all District users on all printers covered by a contract resulting from this RFP. Specifically:

- The Proposal shall include an outline of technical support services to be offered, including establishing a single point of contact between the District technical staff and the Company and providing a direct line of communication for District staff to contact the Company for unlimited phone support on all initial service calls during normal business hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.
- The Company agrees that services include all actions to diagnose, restore to the manufacturers and District's specifications and correct product and software malfunctions to their original capability. The Company shall be responsible for backing-up and restoring of information stored on electronic media when the repair or replacement could affect any data stored on the equipment.
- The Company shall show proof of ability to provide qualified trained sales/service personnel to provide software and technical assistance at any location, including assistance in problem solving, maintenance, machine operation, etc. The Company must also have access to manufacturer's technical resources for problems that are beyond the ability of the Company's staff. Such assistance shall be available at no cost and within 24 hours of notification by the District.
- The Company shall provide for each site, at no additional cost and in unlimited quantities, in connection with initial installation and quarterly maintenance thereafter, if requested, an OPERATOR TRAINING PROGRAM for a primary operator and a back up key operator.
- An operator's manual shall be furnished with all products and solutions.
- Unlimited customer training (if necessary) shall be provided.

Management and Process Controls

The Company shall be responsible for the management of the District printer fleet as described within this RFP including measurement and reporting of results. The Company should be able to:

- Measure and manage output at a job, user or facility level.
- Allocate cost by job, user or facility level.
- Manage user access and workflows.
- Manage fleet optimization.
- Features available that have been proven to reduce paper and print waste.
- The Company should provide electronic monitoring of all District devices.
- The Company should maintain service records to report individual device performance.
- The Company shall provide monthly printed copy volumes by machine and any resulting recommendations for optimizations and configurations, including recommendations based on unusual or preventable service call patterns.
- The Company shall provide monthly electronically generated status reports communicating equipment issues to the Technology Office.

- The Company should provide annual usage per device with location information (as of March 31) communicated to the Business Office by May 1.
- The Company should supply notice electronically to the Technology Department of the results of any service call upon completion. The Company shall include in the notice any changes to network interface cards or network interface settings and detail of any partial or total equipment replacement for the purpose of updating fleet information.
- The Company should detail any processes in place to collect customer satisfaction data.
- The Company shall provide a quarterly report to the Technology Department, indicating individual downtime of each copier(s) in non-working order provided in response to this RFP. Any machine recording 10% or more downtime shall be replaced with a new machine immediately, unless the District waives this requirement.
- The Company shall provide a quarterly report to the Technology Department indicating individual response time for each copier provided in response to this RFP.

The Company will provide for electronic capture and transfer of monthly meter readings. Meter readings will constitute the total copy volume for a single calendar month with the potential to disaggregate the data by device, locations, user and media type.

Company shall provide a single monthly bill with detail by Printer ID.

Appendix A:

- Appendix A lists the District's inventory of its current printer fleet and estimated monthly print volume. The District is requesting a Managed Print/Maintenance proposal for the entire fleet.
- While the District has exercised due diligence to supply accurate printer information, errors or omissions are possible. The managed print proposal should be priced as a per page cost.

While changes to the District's printer fleet and print volume are likely to change, proposals should be based on the following assumptions for the purposes of responding to this RFP:

- The current fleet of District printers (Appendix A) will remain in service through the duration of the contract term.
- The average monthly print volume (Appendix A) will remain the same throughout the duration of the contract term.

NOTE: The District believes its current print usage is reflected in Appendix A, however, this information may contain errors of which the District is unaware. In the event the Company and the District enter into an annual print contract based on the usage in Appendix A, and the District's usage varies 10% or more in the year from what is billed (over or under - measured 4/1 and 3/30), the District reserves the right to renegotiate the print usage, or terminate the contract and issue a new Request for Proposal due the significantly changed print usage.

District locations:

Clayton High School 1 Mark Twain Circle Clayton, MO 63105

Wydown Middle School 6500 Wydown Blvd. Clayton, MO 63105

Captain Elementary School 6345 Northwood Clayton, MO 63105

Meramec Elementary School 400 South Meramec Clayton, MO 63105

Glenridge Elementary School 7447 Wellington Way Clayton, MO 63105

Family Center (Early Childhood Center) 301 N Gay Avenue Clayton, MO 63105

Administration Building 2 Mark Twain Circle Clayton, MO 63105

Athletic Field House 303 N Gay Avenue Clayton, MO 63105

Facility Services Building 305 N Gay Avenue Clayton, MO 63105

SCOPE OF SERVICES MISCELLANEOUS

Deviating from RFP Specifications

The District will reject any proposal that deviates significantly from the specifications of this RFP. Companies submitting proposals with any minor deviations must identify and fully justify such deviations for the District's consideration.

Presentation of Supporting Evidence/Surety

The Company must be prepared to provide any evidence of experience, performance ability, and/or financial surety that the District deems necessary or appropriate to fully establish the performance capabilities represented in their proposals.

Registration with Missouri Secretary of State

Contract awards are contingent upon the Company providing the District, prior to the execution of the contract, a current Annual Registration Report from the Missouri Secretary of the State's Office, showing the Company is in good standing to conduct business in Missouri.

By submitting a proposal, the Company certifies that it is not currently debarred from submitting proposals for contracts with any political subdivision or agency of the State of Missouri, and is not an agent or a person of any entity that is currently debarred from submitting proposals for contracts issued by a political subdivision or agent of the State of Missouri.

Background Check

The Company shall follow the District's policy stating that, "all persons employed by outside vendors/contractors who are authorized to have contact with students be required to successfully undergo a criminal records check and a clear check of the Child Abuse/Neglect Registry prior to contact with students. Such background checks will be performed at the vendors'/contractors' expense and will, upon request, be shared with the District." If the Company does not perform the background checks, they can be done through the District's Human Resources department.

Availability of Services

By submitting a Proposal, the Company acknowledges that it has the systems and resources to render the Proposal and all programs and services offered will be fully operational by the Start Date.

Joint Ventures

Proposals requesting joint ventures between vendors will not be accepted. The District will only enter into a contract with a prime vendor who will be required to assume full responsibility for the delivery/installation of equipment, wiring, software and related services identified in this RFP whether or not the equipment, products and/or services are manufactured, produced or provided by the prime vendor. The prime vendor may enter into written subcontract(s) for performance of certain of its functions under the contract only with written approval from the District prior to the effective date of any subcontract. The prime vendor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used.

Insurance

Company shall maintain at its cost and expense the following insurance coverage and will obtain and deliver to District certificates from its insurers evidencing said insurance coverage and conforming District's status as additional insured, while performing services hereunder, such certificates to be simultaneously with execution of the contract with the District:

- Workmen's compensation as required by law.
- General liability with limits of not less than \$2,000,000 for injury or death to any one person; \$2,000,000 for injury or deaths of two or more persons in any one occurrence; and property

SCOPE OF SERVICES MISCELLANEOUS

damage with a limit of not less than \$2,000,000 for each accident. The District shall be named as an additional insured.

- Unemployment insurance and all other insurance required by Missouri law for the benefit of the Company.
- Automobile insurance on any vehicles on District property.
- Failure to provide or maintain the insurance required shall constitute a breach of contract which allows the District to immediately terminate the contract without notice to the Company, or at District's option, District may procure such insurance and all premiums paid by the District shall be reimbursed to District by deducting such amounts from subsequent payments due Company for services rendered by Company.

Independent Price Determination

The Company must warrant, represent, and certify that in connection with this RFP the following requirements have been met:

- 1. The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- 2. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Company on a prior basis directly or indirectly to any other organization or to any competitor.
- 3. No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Indemnification

Company shall indemnify, defend and hold harmless the District, its Board of Education, and its officers, directors, employees and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including reasonable attorneys fees) arising from the acts or omissions of Company and/or any party claiming by, through or under Company.

Attachment 1 – Proposal Submission Form

If the Company desires to present its proposal, please submit three sealed copies of the proposal marked with the name "Managed Print Services" and three copies of the pricing information (in a separately sealed envelope) to the attention of: Jeff Puls, CTO, School District of Clayton, #2 Mark Twain Circle, Clayton, MO 63105 no later than 10:00 a.m., CDT, February 20, 2020. Proposals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the Proposal and such person signs a receipt for the Proposal, but only if the withdrawal is made prior to the submission deadline. Electronic of facsimile offers will not be considered in response to this RFP, nor will modifications by electronic of facsimile notice be accepted. Qualified finalists must make equipment available for evaluation and inspection upon request. The District is not responsible for lateness or non-delivery by the US Postal Service of other carrier to the District. The time and date recorded by the District shall be the official time of receipt.

All proposals must be delivered to the School District of Clayton by specified submission date and time. Failure to comply will result is disqualification. Sealed submissions will be received at the above address. When submitting, you must:

- 1. Submit this form, the Profile of the Company (Attachment 3), the Federal Work Authorization Program (E-Verify Form in Attachment 5), a completed Form W-9 (Attachment 6), and the Cost Proposal (Attachment 4). Failure to respond to this proposal may result in your company's name being removed from the School District of Clayton's list.
- 2. Sign the proposal in all required places. <u>No facsimile signatures accepted</u>. Signature acknowledges full acceptance of all components of the Request for Proposal. The proposal must be completed in the name of the submitting vendor, corporate or other, and must be fully and properly executed by an authorized person.
- 3. Mail or deliver the submission promptly to the return location listed above. Late submissions will be unopened and discarded.
- 4. The undersigned hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) proposes and agrees to furnish and make delivery to specified locations free of freight and other excess charges, for items listed on the attached sheets at the price set forth in your proposal.

Authorized Signature			Date
Printed Name			Title
Company Name			
Mailing Address			
City, State Zip			
Phone #:	Fax #:	E-Mail Addro	ess

Attachment 2 – Decline to Submit Form

If your company elects not to submit the enclosed REQUEST FOR PROPOSAL, please complete the information below and return to my attention. We are sincerely interested in determining why companies/individuals do not respond.

Thanl	k you for your help and cooperation.

	Managed Print Services
Com	npany Name:
Stree	et Address:
City	, State, Zip:
Phor	ne Number:
My	company has elected not to submit a proposal for this bid for the following reason or reasons:
	Did not have time to complete proposal
	Did not receive specification information in time.
	Cannot meet specifications of proposal requirements.
	Not interested in School District of Clayton business
	Cannot be competitive with other traditional sources.
	Please remove from list
	Other: Please indicate reasons(s) below:
	Signature

Attachment 3: Profile of the Company

Designate one individual as the Company's representative to the District during the term of the contract. The representative will be contacted to solve any and all problems that may arise concerning the Proposal during the evaluation period. The undersigned Company hereby agrees to be bound by the terms of the RFP and that the enclosed Proposal is submitted in accordance therewith. Once completed and returned, this Proposal becomes the primary basis for evaluation and selection of the Company to provide the services required by the District for the specified period. By signing this Company Identification Form, the Company certifies that there are no "PARTIES OF INTEREST" or "CONFLICTS OF INTEREST", as defined by state and/or federal regulations, existing between the Company and the District or any of its employees, agents or Board of Education members.

Legal name	Representative's Nan	ne T	Title	
Address	City/State/Zip	Telephone #	Fax #	
E-mail Address				
Years in Operation	Years under current stru	ucture and/or under previ	ous structure	
Name and Title of Company's Off NAME	icers:	TITLE		
	dges that the Company has read and ag inditions set forth in the Proposal will r als			
	Company Officer	r's Name		
	Signature Date			

Attachment 3: Profile of the Company (Continued)

The following questions are to be completed by all bidders that are responding:

- 1. What school districts do you service? Provide a list of all districts you currently service. Provide details regarding service. How long have you had/maintained these accounts? What is the contact information for these accounts?
- 2. Provide 4 references, including contact names, phone numbers, and email addresses for current customers of the Company of services similar to those included in this RFP. Please include in these references at least one other school district, for whom the Company provides Managed Print Services, ideally a district which is similar in size and population to the District.
- 3. List all Contracts terminated for default within the last five (5) years. Also, provide a list of all public school clients that have discontinued service in the past five (5) years, including those due to poor performance or non-performance. Termination for default is defined as notice to stop performance due to Company's nonperformance or poor performance. Submit full details of all terminations for default experienced. The District will evaluate the facts and may at its sole discretion reject the Company's Proposal if the facts discovered indicate that the completion of a contract resulting from this RFP may be jeopardized by selection of the Company. If the Company has experienced no such terminations for default in the past five (5) years, so indicate.
- 4. For each of the following positions, please provide the name, title, office location, years with the Company, training, certifications, awards, and any other information the Company wishes to provide.
 - a. President/CEO;
 - b. Account Manager;
 - c. Day-to-day Liaison; and,
 - d. Any other Company representatives with whom the District will work routinely.
- 5. Describe the process you have in place to ensure customer concerns and questions are followed up on, resolved quickly, permanently, and effectively.
- 6. What are your five (5) largest accounts? Provide details of these accounts. How long have you had/maintained these accounts?
- 7. Give the address of the specific office which will have responsibility for performing the work contemplated by this RFP.
- 8. Through brief narrative discussion, show reason why the Company believes it is especially qualified to undertake this project. Discuss any unique qualifications that the Company possesses that would be of benefit to the District in the execution of this project.

Attachment 4: Cost Proposal

Rates must be for a firm fixe subject to change throughout			utlined in the Scope of Services and not
Price per page black & wl	hite \$		
Price per page color	\$		
Additional Pricing Inform	nation (Rebates/Discou	ents/Incentives, Ar	nnual Rate Changes):
Feel free to attach additi	ional pages regarding	pricing.	
contain errors of which the I print contract based on the u what is billed (over or under	District is unaware. In the isage in Appendix A, and r-measured 4/1 and 3/30	e event the Compand the District's usag 0), the District reser	ndix A, however, this information may y and the District enter into an annual e varies 10% or more in the year from ves the right to renegotiate the print are the significantly changed print usage.
Authorized Signature			Date
Printed Name			Title
Company Name			
Mailing Address			
City, State Zip			
Phone #:	Fax #:		E-Mail Address

Attachment 5: Work Authorization Form

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) Agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) Affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By:	(signature)
Printed Name and Title:	
For and on behalf of:	(company name)

Attachment 5: Work Authorization Form (Continued)

EXHIBIT A FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I,	, being of legal age and having been duly sworn upon my oath, state the
following facts a	are true:
1.	I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth
herein.	
2.	I am employed by (hereinafter "Company") and have authority to issue this
affidavit on its b	ehalf.
3.	Company is enrolled in and participating in the United States E-Verify (formerly known as
"Basic Pilot") fe	deral work authorization program with respect to Company's employees working in connection
with the services	s Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4.	Company does not knowingly employ any person who is an unauthorized alien in connection
with the Service	s Company is providing to, or will provide to, the District.
FURTHER AFF	TANT SAYETH NOT.
	By: (individual signature)
	For (company name)
	Title:
Subscribed and	sworn to before me on this day of, 201
	NOTARY PUBLIC
My commission	expires:

Attachment 6: W-9

Form W-9 (Rev. January 2011)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not

	ment of the Treasury I Revenue Service	ication number and oct	triicati		send to the IRS.		
	Name (as shown on your income tax return)				•		
e 23	Business name/disregarded entity name, if different to	Business name/cisregarded entity name, if different from above					
e ns on page	Check appropriate box for federal tax classification (required): ndividual/sole propriet	state					
Print or type Specific Instructions on	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶				Exempt paye	:0	
Pai	☐ Other (see instructions) ►						
pecifi	Address (number, street, and apt. or suite no.) Requester's name and address (number, street, and apt. or suite no.)			ster's name and address	(optional)		
See S	City, state, and ZIP code						
	List account number(s) here (optional)						
Par	t I Taxpayer Identification Num	ber (TIN)					
Enter	your TIN in the appropriate box. The TIN provide	led must match the name given on the "Na		Social security numb	er		
reside	old backup withholding. For individuals, this is yount alien, sole proprietor, or disregarded entity, s	see the Part I instructions on page 3. For o	ther	-	-		
	is, it is your employer identification number (EIN) n page 3.). If you do not have a number, see <i>How t</i> o	o get a				
	If the account is in more than one name, see th	e chart on page 4 for guidelines on whose	3	Employer identification	ation number		
	er to enter.	o that on page 7 to gallounion of the	•				
Par							
	penalties of perjury, I certify that:						
	e number shown on this form is my correct taxp	· •	•		•		
Se	m not subject to backup withholding because: (a rvice (IRS) that I am subject to backup withholdi longer subject to backup withholding, and						
3. I ai	n a U.S. citizen or other U.S. person (defined be	elow).					
becau interes genera instruc	ication instructions. You must cross out item 2 se you have failed to report all interest and divic st paid, acquisition or abandonment of secured ally, payments other than interest and dividends ctions on page 4.	dends on your tax return. For real estate tr property, cancellation of debt, contributio	ansactions	i, item 2 does not apply dividual retirement arra	ly. For mortgage angement (IRA), and	9	
Sign Here	Signature of U.S. person ►		Date ►				
Gor	eral Instructions	Note. If a recues	ster gives w	ou a form other than F	Form W-9 to request	_	
	in references are to the internal Revenue Code i	your TIN, you me	ust use the	requester's form if it is		,	
	oose of Form	considered a U.S	3. person if	•			
	on who is required to file an information return v	WILLI CHO II IO HIOSC		6. citizen or U.S. reside			
examp	your correct taxpayer identification number (TIN) ble, income paid to you, real estate transactions, and acquisition as about a property of acquisition as a boundary of acquisition as a constant of acquisition acq	, mortgage interest organized in the	 A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, 				
you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.				. ,,	u 004 3404 44		

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payes. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Special rules for partnerships. Partnerships that conduct a trade or operais ruses for partnerships, Parnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, partnership is required to presume that a partner is a toreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Form W-9 (Rev. 1-2011)

Cat. No. 10231X